

COOPERATIVE AGREEMENT
between the
U.S. FISH AND WILDLIFE SERVICE
and
COOPERATOR

FWS AGREEMENT:

Charge Code :

Amount Obligated:

Recipient Tax Identification No.:

I. TYPE OF AGREEMENT

☐ Grant
☒ Cooperative Agreement
☐ Private Lands
☐ Challenge Cost-Share
☐ Inter-Agency
☐ Intra-Agency

II. TYPE OF ORGANIZATION

☐ State, Local or Indian Gov.
☐ Non-Profit Organization
☐ Higher Education Inst.
☐ Private Individual
☒ Business Organization
☐ Federal Agency

III. PARTICIPANTS

Funding Organization:

U.S. Department of the Interior
U.S. Fish and Wildlife Service
Arcata Fish and Wildlife Office
1655 Heindon Rd.
Arcata, CA 95521

Recipient Organization:

Name:
Address:
Phone:

IV. PROJECT OFFICERS

FWS Officer:

Name : Michael M. Long
Title: Field Supervisor
Phone: (707) 822-7201

Recipient:

Name :
Title:
Phone :

V. PURPOSE

This agreement will support the implementation of restoration activities that improve habitat for federally listed salmonids. Specific work to be implemented is described in the “Bear River Restoration” proposal included under “Related Attachments”. The project objective is to facilitate the development of a deepened primary channel with a vegetated floodplain and stream banks.

VI. AUTHORITY

31 U.S.C 6301-6308, Federal Cooperative Agreement Act.

16 U.S.C. 661 et seq., Fish and Wildlife Coordination Act

The Recipient organization has the experience and qualifications to implement the restoration activities described in the proposal.

VII. FUNDING INFORMATION

Funds in the amount of \$25,000 are obligated to reimburse the Recipient for the work described in the proposal included in “Related Attachments”. A budget is included within the proposal. Cost share and in-kind contributions will be provided by the California Department of Fish and Game and the California Conservation Corps in the amount of 35,934; and the landowner in the amount of \$5,000.

Nothing herein shall be considered as obligating the Service to expend funds or otherwise obligate the Service for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this agreement.

VIII. TERM OF AGREEMENT

This agreement will become effective upon the date of the last signature and will expire 5 years from the date of the last signature.

IX. BACKGROUND INFORMATION

A. Since 1987, the U.S. Fish and Wildlife Service (Service) has been working in voluntary partnership with private landowners interested in restoring important fish and wildlife habitats under the Partner’s For Fish and Wildlife Program. With this program, the Service provides financial and technical assistance to private landowners and participating organizations through voluntary cooperative agreements. Under these agreements, landowners agree to maintain the restoration projects but otherwise retain full control of the land.

X. SPECIFIC OBLIGATIONS OF EACH PARTY

A. The Recipient shall:

1. use funding with this agreement to implement the work plan detailed in the project proposal and budget included under “Related Attachments.” Any deviations from the proposal and budget must be presented and approved by the Service before implementation (See Section XV, Modification Procedures).
2. obtain all applicable federal, state, and local environmental regulatory permits. **The Recipient shall not perform project work until the Recipient has received written notification from the Service indicating that the project has been reviewed and approved pursuant to the National Environmental Policy Act.**
3. ensure that all stream work is implemented between June 15 and October 15 or before the first significant seasonal rainfall. Tree planting and sprigging shall take place after December 1 or when sufficient rainfall has occurred to insure the best chance of survival of the seedlings, but no later than March 1.
4. submit progress reports to the Service upon request, but no more than once every 6 months.
5. provide a Final Report in a timely manner and as described in “Reporting Requirements”.
6. work with the Service and the Landowner to provide for project treatments to remain intact and be maintained for a period of at least 10 years. The Service will not hold the Recipient responsible for failure of project improvements caused by an act of nature outside the control of all parties. Acts of nature include, but are not limited to: floods, earthquakes, wildfires, and wind storms.
7. identify verbally or in writing the contribution of funds made by the Service to the Recipient during public presentations, public forums, reports or other information published about the program.

B. The Service shall:

1. provide funds to the Recipient to employ workers, supervise, implement, and monitor the project as described in the proposal and budget included under “Related Attachments.” The amount of funding provided by the Service is identified in Section VII.
2. receive requests for reimbursement from the Recipient and process the paperwork for

payment. Determination of acceptability will be made by the FWS Officer.

4. ensure that the project is in compliance with all applicable federal laws and regulations before project work begins. **The Service will notify the Recipient, in writing, when all federal regulations have been addressed and project activities may begin.** It should be noted, however, that the Recipient and the Landowner are ultimately responsible for obtaining all applicable federal, state, and local permits for work to be performed on the property.

5. Conduct periodic site visits with the Recipient and/or Landowner to determine how the project treatments are functioning over time.

XI. REPORTING REQUIREMENTS

No later than 60 days following project completion, the Recipient shall submit to the Service for review and approval one hard copy of a final written report and one electronic, *Microsoft Word* compatible, copy on a CD. The report will contain the results of the work performed and address any comments submitted to the Recipient by the Service.

The report shall not be considered final until approved and accepted by the Service.

The report shall include, but not necessarily be limited to the following information:

(1) Cover page, including project name, agreement number, and the name of Recipient organization.

(2) Project start and end dates.

(3) Project location, including watershed name – show project location using USGS 7.5 minute topographical map.

(4) Schematic diagram or map showing the location of treatment sites, including individual instream or streambank structures/

(5) A detailed budget showing how funds were spent compared with the budget estimate in the proposal; include budget shortfalls and overruns in specific line items (and explanations if the differences are significant). The budget shall be in the same format as the estimated budget included in the proposal; identify the amount and type (cash or in-kind service) of matching contributions from the Recipient, Landowner, and all other contributors.

(6) Directions to project location, including public and private roads and trails, with landowner name, address, and phone number;

(7) A two page (maximum) complete as built project description, including, but not limited to: (a) project justification (e.g. limiting factors or watershed assessment); (b) expected biological or ecological benefits; (c) description of all restorative treatments used; (d) specific measurables of each treatment type, including, as appropriate: stream length treated, fence length constructed, acres planted or protected, number and species and size and density of trees planted, number of instream structures installed, amount of sediment prevented from entering the stream, and any other applicable metrics.

(8) Labeled before and after photographs of a representative sample of treatment sites and types. Fixed photopoints should be established, and each photograph should contain a photo identification label. The label should have the following information on it: project name, date, photopoint number, site number. The label should be large, or close enough, to be readable in the photograph.

(9) Type and duration of monitoring (if any).

Send report to:

Greg Gray
U. S. Fish and Wildlife Service
Arcata Fish and Wildlife Office
1655 Heindon Rd.
Arcata, CA 95521

XII. INVOICING/ACCEPTANCE PROCEDURES

All Recipients not currently receiving funds electronically from the Department of the Interior or Fish and Wildlife Service are responsible for completing a Standard Form 3881 (ACH) and forwarding it to the Cooperative Agreements Assistant.

Upon acceptance of the terms and conditions of this agreement, the Recipient will submit requests for payment using Standard Form 270, Request for Advance or Reimbursement, no more frequently than monthly. Payments will be made on the basis of acceptable documentation presented for work accomplished including Progress Reports, the Draft Final Report, and the Final Report, during the life of this agreement. Ten percent of the total amount of the agreement will be withheld until all requirements of the agreement are accomplished. A Final Invoice may be submitted for the 10 percent withheld once all the requirements are approved.

Requests shall be submitted to the Cooperative Agreements Assistant at the following address:

Nancy Holberg-Caster
U.S. Fish and Wildlife Service
Arcata Fish and Wildlife Office

1655 Heindon Rd.
Arcata, CA 95521

Should the Recipient be unable to complete the provisions of this agreement, all monies provided by the Service which prove to be cancelable obligations or unallowable in accordance with applicable administrative and cost principle regulations (as referenced in the “Applicable Regulations” Section of this agreement) or the approved budget, shall be refunded to the Service.

This Agreement is intended to support a particular project for a specified period of time. Any portion of funds not expended by the expiration date of this agreement shall be returned to the Service, including any interest earned on that amount (subject to provisions of applicable OMB Circular or 43 CFR Part 12 Subpart, as referenced in “Applicable Regulations” Section of this agreement).

XIII. APPLICABLE REGULATIONS

A. The Recipient must submit with this agreement Standard Form 424D, Assurances-Construction Programs. In addition to the assurances listed on Standard Form 424D, the Recipient certifies compliance with the following regulations, as applicable, incorporated by reference with the same force and effect as if they were provided in full text. Failure of a Recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support.

1. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments as codified at 43 CFR Part 12, Subpart C
2. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as codified at 43 CFR Part 12, Subpart F
3. OMB Circular A-21, Cost Principles for Educational Institutions
4. OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
5. OMB Circular A-122, Cost Principles for Non-Profit Organizations
6. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
7. 43 CFR Part 12, Subpart D – Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug Free Workplace
8. 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs.

9. 43 CFR Part 18 – New Restrictions on Lobbying
10. 48 CFR Part 31.2 - Contracts with Commercial Organizations
11. 48 CFR Part 52.215.2 - Audit and Records - Negotiation

Copies of the above documents are available at the following websites:

<http://www.whitehouse.gov/OMB/circulars/index.html> or www.doi.gov/pam/pamfaeg.html

B. Small Business Policy

Reference 505 DM 3.5 C(1)(a):

It is a National policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

1. The grantee and sub-grantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (2)(i) through (v) above.

XIV. TERMINATION

This agreement may be terminated by any party within 60 days of written notification to other party(s). If terminated by the Cooperator, the Cooperator will reimburse the Service for the cost of the wildlife habitat improvements. If this agreement is terminated by the Service, the Service may at its option remove any wildlife habitat improvements placed on the land.

XV. MODIFICATION PROCEDURES

Modifications to this agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to approval of a modification is done at the Recipient's risk, without expectation of reimbursement.

XVI. SPECIAL PROVISIONS

Seat Belt Policies and Programs: Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measure include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

Greening Policies and Programs: In accordance with Executive Order 13101 "Greening the Government Through Waste Prevention, Recycling and Federal Acquisition," recipients of grants/cooperative agreements and/or sub-awards are encouraged to actively and systematically protect the natural processes that sustain life by whenever possible, incorporating environmentally preferable products in their activities. These measures include, but are not limited to, re-refined oil for all vehicles and heavy equipment, diverting solid waste from disposal in landfills through recycling and use of materials that reduce greenhouse gas emissions.

XVII. RELATED ATTACHMENTS

Project proposal, budget, maps and diagrams, and Standard Form 271 Invoicing Procedures

XVIII. SIGNATURES

FOR THE U.S. FISH AND WILDLIFE SERVICE:

By: _____ Date: _____

Title: Field Supervisor, Arcata Fish and Wildlife Office

FOR THE RECIPIENT:

By: _____ Date: _____

Title: _____

FWS CONTRACT SUFFICIENCY REVIEW:

By: Signature: _____ Date: _____
 Contracting Officer FWS #